

## FILMING PERMIT INFORMATION CITY OF COSTA MESA



David Cho
Assistant Engineer/Film Permit Coordinator
Public Services Department
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
(714) 754-5017
(714) 754-5028 FAX
dcho@ci.costa-mesa.ca.us
transservices@ci.costa-mesa.ca.us

## Easy Steps for a Permit

- Contact the Public Services Department for Application and Discussion of Project

  PLEASE ALLOW A MINIMUM FIVE (5) WORKING DAYS FROM THE DATE OF
  SUBMITTAL TO THE DATE OF FILMING TO ALLOW TIME FOR FULL REVIEW.
- **2** a. Submit Complete Application in person to Film Permit Coordinator

by email: dcho@ci.costa-mesa.ca.us

by fax: (714) 754-5028

- b. Submit non-refundable application fee to Film Permit Coordinator.

  Make payable to: City of Costa Mesa
- 3 Submit Insurance Documents fax to the City's Risk Management Division at (714) 754-4991

**Documents Must Include:** 

General Liability - \$1 Million Workers' Compensation Verification Additional Insured Endorsement Hold Harmless Indemnification

- Receive approval (or denial) of Permit request from Film Permit Coordinator
- **5** a. If approved, pay any other required fees and/or deposits; Pay at the Treasury Management Counter, first floor of City Hall, 77 Fair Drive
  - b. Receive Permit

## Film, Video and Still Photography Permit Fees

## Motion/Still

Professional commercial film, video production; including entertainment news and 501(c)6

► Film Permit Fee \$460.00

Student course work with instructor verification on college letterhead

▶ No charge

## Same day "breaking" news

▶ No permit required

Production on private property impacting City-owned streets, neighborhood and right-of-way require permits and applicable fees.

## **Additional Fees**

Use of City facilities or services

▶ To be determined, based upon location and extent of filming activities

## Use of City Park

- \$25 per day Reservation Fee for residents
- \$100 per day Reservation Fee for non-residents
- \$35 per day utility fee if electricity is needed for the film/photography shoot at any City Park
- A deposit of \$100 may be assessed in the event that the Film Permit Review Committee feels that damage or other impact could occur as a direct result of the proposed filming
- Additional fees may be assessed for athletic fields and park amenities (shelters, playgrounds, play courts)

### Other Deposits/Bonds

► May be required

## \*Fee applies to:

- filming in the City's public right-of-way (e.g., streets, alleys, City-owned parking lots);
- filming in City parks or City owned-facilities;
- filming involving special effects, stunts, use of animals, simulated weapons and staging of injuries and/or death, pyrotechnical, hazardous and/or other unusual elements on private and/or public property.

Film Permit fee collected by Treasury Management staff (1<sup>st</sup> Floor – City Hall).

Park reservation fee is collected by Recreation Division staff (3<sup>rd</sup> Floor – City Hall).

**NOTE:** If paying fees by credit card (Visa or MasterCard), please complete and return the Credit Card Authorization on page iii with your application.



## CREDIT CARD AUTHORIZATION City of Costa Mesa

77 Fair Drive, Costa Mesa, CA 92626 Phone: (714) 754-5240 • Fax: (714) 754-5149

The following information must be provided to process your payment by fax. Applicant: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_\_ Fax: \_\_\_\_\_ The City of Costa Mesa accepts Visa and MasterCard only. There is a \$3,000 maximum per transaction. The following information is required when paying by credit card. Name as it appears on the credit card: \_\_\_\_\_ Card Number: \_\_\_\_\_ Amount: \$ Expiration Date: \_\_\_\_\_ 3-digit Security Number: \_\_\_\_\_ Description of Charge(s):

Cardholders Signature:

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# City of Costa Mesa Film/Photography Permit Application



DATE OF APPLICATION: PROJECT NAME:							T NUMBE	R:	
APPLICANT'S (LEAD CONTACT) NAM	<u>I</u> ИЕ: (LAST)	(FIRST)		(MIDDLE)	BUSINES				
APPLICANT'S ADDRESS:			CITY:				STATE:	ZIP CODE:	
BUSINESS TELEPHONE NUMBER:		FAX NUMBER:			EMAIL A	DDRESS	i:		
PROJECT CO.:		PRODUCTION CO.:		TELEPHO	TELEPHONE NUMBER:		FAX NUMBER:		
BUSINESS ADDRESS:			CITY:				STATE:	ZIP CODE:	
FILM DATE(S):	PREP/S	TRIKE DATES:		TIME FRAME:				TION TYPE:	
CLASSIFICATION:				From	_To		∐ Film	☐ Still ☐ Video	
☐ Commercial ☐ TV ☐ F GENERAL LOCATION(S) OF SHOOT:	Feature 🔲 🗅	Oocumentary [	Schoo	l Project	– briefly de	escribe:	: IIT NUMBE	ER (if any):	
								K: Yes No	
SPECIFIC SITE ADDRESS(ES) OF SH	1001:								
INSURANCE CARRIER:				TELEPHONE NUMBER:		FA	FAX NUMBER OR EMAIL:		
LOCATION MANAGER:				BUSINESS PHONE NUMBER:		FA	FAX NUMBER OR EMAIL:		
				l					
Detailed Description of A	ctivity:								
Number of Crew									
Vehicles (Types and Nur	mber)								
Equipment (Types and N	lumber)							_	
Parking Requirements:									

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Services Required:  Food Hotel
Stunts/Special Effects:
Aerial Stunts/Elements:
Pyrotechnics to be used?   Yes   No If yes, please describe:
Pyrotechnician: License #
Hazardous Material to be used?   Yes No If yes, please describe:
Trazardous Material to be used?   Tes   No in yes, please describe.
Lighting?  Yes  No If yes, please describe:

Other unusual activities:	
Traffic: Please submit a site plan showing location(s) of shoot, cast, on order to film a scene.	crew, vehicle(s) and route(s) to be traveled
Permittee hereby agrees to ensure compliance with the conditions of attachments, agrees to obtain prior City approval for deviations founderstands that failure to comply with these requirements may production.	rom the information provided herein, and
Applicant/Darmittee	Data
Applicant/Permittee	Date

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## CITY OF COSTA MESA

## 77 Fair Drive, Costa Mesa, California 92626

To: Film Permit Applicants

### PLEASE GIVE THESE REQUIREMENTS TO YOUR INSURANCE AGENT

The City of Costa Mesa requires certificates of workers' compensation, general liability and automobile insurance before you can be issued a permit to film on city property. All certificates must contain the following:

- □ **Certificate Holder** Certificate Holder must be "The City of Costa Mesa, its agents, officers and employees."
- □ Workers' Compensation Minimum policy limit requirements are \$1,000,000 bodily injury by disease; and \$1,000,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the city. In lieu of a certificate of insurance, a certificate of Consent to Self-Insure issued by the California Director of Industrial Relations is also acceptable.
- □ **General Liability** Minimum policy limit requirement is \$1,000,000 combined single limit coverage with insurance designated "per occurrence."
- □ **Automobile Liability** Minimum policy limit requirement is \$1,000,000 combined single limit coverage with insurance designated "per occurrence."
- □ Cancellation Clause Wording The words "endeavor to" and "failure to mail such notice shall impose no obligation nor liability of any kind upon the company, its agents or representatives" have been removed or lined-out if they appear on the certificate. For shoots in excess of 30 days, the following wording must be added to the policy by endorsement: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."
- Additional Insured Endorsement (for General Liability and Automobile only) This must be a separate attachment naming the City as additional ensured. The endorsement must include the policy number and the wording of the additional insured must be exact, naming "the City of Costa Mesa, its agents, officers and employees" as additional insureds. ISO Form CG 20 26 11 85, or a comparable equivalent, must be used. In addition, the following language be added to the endorsement: "Any other insurance maintained by the CITY OF COSTA MESA shall be excess and not contributing with the insurance provided by this policy."

For assistance, please contact the City's Risk Management Section at (714) 754-5359.

## **Provisions**

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit at any and all times. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age, national origin or physical handicap. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulations of the City subject to this permit.

DATE	APPLICANT'S SIGNATURE	TITLE

## Indemnification, Defense, Hold Harmless

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless CITY, its officers, and employees against any and all liability, claims, judgments, costs and demands, however caused, including those resulting from death or injury to PERMIT HOLDER'S employees and damage to PERMIT HOLDER'S property, arising directly or indirectly out of the obligations or operations herein undertaken by PERMIT HOLDER, including those arising from the passive concurrent negligence of CITY but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of CITY. PERMIT HOLDER will conduct all defense at its sole cost and expense. CITY shall be reimbursed by PERMIT HOLDER for all costs or attorney's fees incurred by CITY in enforcing this obligation.

DATE	SIGNATURE OF PERMIT HOLDER

## PERMIT MUST BE KEPT ON LOCATION AT ALL TIMES